

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 234281 NAME: Colleen Flynn FIRM NAME: Law Office of Colleen Flynn STREET ADDRESS: 3435 Wilshire Blvd., Suite 2910 CITY: Los Angeles STATE: CA ZIP CODE: 90010 TELEPHONE NO.: 213.252.9444 FAX NO.: 213.252.0091 E-MAIL ADDRESS: cflynnlaw@yahoo.com ATTORNEY FOR (Name): Adrian Riskin		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles 01/15/2021 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>N. DiGiambattista</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA BRANCH NAME: Stanley Mosk Courthouse		
Plaintiff/Petitioner: Adrian Riskin Defendant/Respondent: North Figueroa Assn. and Lincoln Heights Benefit Assn.		
Amended REQUEST FOR DISMISSAL		CASE NUMBER: 20STCP00166
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.		
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)		

1. TO THE CLERK: Please **dismiss** this action as follows:

- a. (1) ☒ With prejudice (2) ☐ Without prejudice
 b. (1) ☐ Complaint (2) ☒ Petition
 (3) ☐ Cross-complaint filed by (name):
 (4) ☐ Cross-complaint filed by (name):
 (5) ☒ Entire action of all parties and all causes of action
 (6) ☐ Other (specify):*

on (date):

on (date):

2. (Complete in all cases except family law cases.)

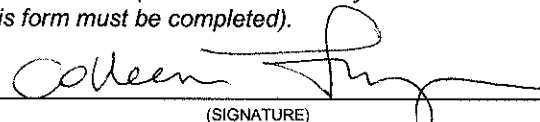
The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: 1/15/2021

Colleen Flynn

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.


 (SIGNATURE)

Attorney or party without attorney for:

- ☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross Complainant

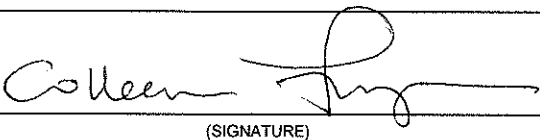
3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date: 1/15/2021

Colleen Flynn

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).


 (SIGNATURE)

Attorney or party without attorney for:

- ☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross Complainant

(To be completed by clerk)

4. ☒ Dismissal entered as requested on (date): January 15, 20215. ☐ Dismissal entered on (date): as to only (name):6. ☐ Dismissal **not entered** as requested for the following reasons (specify):7. a. ☐ Attorney or party without attorney notified on (date):

- b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
☐ a copy to be conformed ☐ means to return conformed copy

Date: January 15, 2021

Clerk, by N. DiGiambattista, Deputy

Page 1 of 2

Plaintiff/Petitioner: Adrian Riskin Defendant/Respondent: North Figueroa Assn. and Lincoln Heights Benefit Assn.	CASE NUMBER: 20STCP00166
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COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*:
 - a. ☐ not recovering anything of value by this action.
 - b. ☐ recovering less than \$10,000 in value by this action.
 - c. ☐ recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3. ☐ All court fees and court costs that were waived in this action have been paid to the court *(check one)*: Yes No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

(SIGNATURE)

SETTLEMENT AND RELEASE AGREEMENT

(Riskin v. North Figueroa Association, et al.; LASC Case No. 20STCP00166)

This Settlement and Release Agreement ("the Agreement") is entered into by and between the following parties hereto (collectively, "the Settling Parties"):

- (a) Adrian Riskin ("Petitioner" or "The Undersigned"), and his heirs, executors, administrators, successors, assignees, representatives, agents, and attorneys;
- (b) Lincoln Heights Benefit Association of Los Angeles ("Respondent, Lincoln Heights Benefit Association," "Respondent," or "Releasee"), and any of its Board Members, Executive Director, supervisors, officers, agents, directors, employees, former employees, consultants, attorneys, representatives, successors, and assignees.

RECITALS

A. WHEREAS, Petitioner alleges in relevant part that on or about May 19, 2018 and May 21, 2018, he sent two (2) separate California Public Records Act requests to Respondent, and that Respondent subsequently failed to produce sufficient records in response thereto ("the Incident"); and

B. WHEREAS, Respondent disputes the validity of Petitioner's claims; and

C. WHEREAS, on or about January 13, 2020, Petitioner filed the operative Verified Petition for Writ of Mandate ("Writ") against Respondent, in relevant part, in the Superior Court of California, County of Los Angeles, entitled "*Riskin v. North Figueroa Association, et al.*," Case No. 20STCP00166 ("the Action"), asserting causes of action for violations of the California Public Records Act and the California Constitution and seeking relief for such alleged violations, including declaratory relief, equitable relief, and attorney's fees and costs; and

D. WHEREAS, on July 6, 2020, Respondent, North Figueroa Association and Respondent, Lincoln Heights Benefit Association filed a Verified Answer denying any and all liability for the claims raised by Petitioner in the Writ in the present Action; and

E. WHEREAS, without any party admitting liability to the other, and for the purposes of avoiding the delay and expense of litigating the Action, the Settling Parties now wish to resolve, as between and among themselves, their potential and existing claims and disputes; and

F. WHEREAS, it is the intent of the Settling Parties that this Agreement shall be a full and complete resolution as to the two (2) separate California Public Records Act requests made by Petitioner to Respondent on May 19, 2018 and May 21, 2018 in this

Action, case number 20STCP00166, the issues brought forth therein, the relief requested therein, and all attorneys' fees and costs.

**NOW THEREFORE, IN CONSIDERATION OF THE PROVISIONS
HEREINBEFORE AND HEREINAFTER SET OUT, THE SETTLING PARTIES
AGREE AS FOLLOWS:**

TERMS AND CONDITIONS

1. **Recitals Incorporation.**

The Recitals as set forth above are incorporated herein by this reference and are made a part hereof as though set forth in full.

2. **Consideration.**

2.1 Payment.

Respondent shall pay to Petitioner's counsel, Colleen Flynn, a one-time payment of Fifteen Thousand Dollars and No Cents (\$15,000.00) in attorneys' fees and Six Hundred Thirty-Three Dollars and Fifty Cents (\$633.50) in costs, amounting to a total sum of Fifteen Thousand Six Hundred Thirty-Three Dollars and Fifty Cents (\$15,633.50) (the "Payment"), which will be issued by a single check made payable to "Colleen Flynn," Taxpayer Identification No. 81-4760561. Said Payment will be made by Respondent within Ten (10) Business Days after Petitioner provides Respondent with a signed copy of the final version of this Agreement, legible, properly-executed W-9 Forms as to the recipients of said Payment, and a signed Request for Dismissal, with prejudice, as to the Action as against Respondent.

2.2 Compliance with the California Public Records Act.

Respondent agrees that for all future California Public Records Act requests from Petitioner to Respondent, Respondent will provide Petitioner with a determination of whether such requests seek disclosable public records in Respondent's possession and a determination of whether Respondent will withhold some or all of the records, together with a statement of any grounds for withholding, within Twenty-Eight (28) days of receipt of Petitioner's request (the "Initial Response Date").

Additionally, on the Initial Response Date, Respondent will provide an estimated date of production, but only if there is any production. The estimated date of production will be calculated as follows: either Ten (10) business days from the Initial Response Date or Five (5) business days for every Two Hundred Fifty (250) responsive, non-exempt emails, or portion thereof, whichever is greater. For example, if there are One Thousand (1,000) non-exempt, responsive emails, or if there are Nine Hundred (900) non-exempt, responsive emails, production must be made Twenty (20) Business Days from the Initial Response Date. In unusual circumstances, the Initial Response Date and/or the date for the production of records within this subsection may be extended by Respondent's written notice to Petitioner, setting forth the reasons for the extension and

the date on which a determination is expected to be dispatched and/or production is expected to be dispatched. All parties will be flexible as to the date of determining the availability of any public records and/or the estimated date of production of records when there is good cause. As used herein, a "business day" shall mean any day other than Saturday, Sunday or holiday.

This subsection is only intended to place reasonable guidelines on the date of determining the availability of public records and on the estimated date of production of public records contemplated in California *Government Code* Section 6253, subdivision (c), and nothing in this subsection shall be construed to limit, expand, or modify any other article, section, subsection, or subdivision of Title 1, Division 7, Chapter 3.5 of the California *Government Code*, short-titled as the California Public Records Act.

This subsection shall take effect Ten (10) Business Days after Petitioner provides Respondent with a signed copy of the final version of this Agreement, legible, properly-executed W-9 Forms as to the recipients of the Payment, and a signed Request for Dismissal, with prejudice, as to the Action as against Respondent.

2.3 Compliance with the Ralph M. Brown Act.

Respondent agrees to provide notice of all future, non-emergency board and committee meetings that are subject to the Ralph M. Brown Act, and board agendas in relation thereto, to Petitioner in accordance with California *Government Code* Section 54954.2 *et seq.* For all future, non-emergency board and committee meetings subject to the Ralph M. Brown Act, Respondent will provide, via email, electronic copies of the agenda or a copy of all the documents constituting the agenda packet (if such a packet is distributed or made available to the board prior to the meeting). Respondent will provide this material at the time the agenda is posted, pursuant to California *Government Code* Sections 54954.2 and 54956, or upon distribution to all, or a majority of all, of the members of a legislative body, whichever occurs first, in accordance with California *Government Code* Section 54954.1.

Nothing in this subsection shall be construed to limit, expand, or modify any other article, section, subsection, or subdivision of Title 5, Division 2, Part 1, Chapter 9 of the California *Government Code*, short-titled as the Ralph M. Brown Act.

This subsection shall take effect Ten (10) Business Days after Petitioner provides Respondent with a signed copy of the final version of this Agreement, legible, properly-executed W-9 Forms as to the recipients of the Payment, and a signed Request for Dismissal, with prejudice, as to the Action as against Respondent.

2.4 Attorneys' Fees.

The Settling Parties shall each bear their own respective attorneys' fees and costs incurred in connection with, or otherwise related to the Action, except as specified in the Payment subsection set forth above.

2.5 Dismissal.

Simultaneous with the execution of this Agreement, Petitioner will provide Respondent with a Request for Dismissal, with prejudice, of the Writ and all causes of action therein as to Respondent ("Dismissal"). Pursuant to this Agreement and the Dismissal, Petitioner will make no further attempt to recover any judgment, arbitrator's award, or monetary penalty from Respondent with respect to the matters contained in the Writ in this Action as against Respondent.

2.6 No Admission of Liability.

It is understood and agreed that this Agreement is the compromise of a disputed and doubtful claim, and that the Payment made is not to be construed as an admission of liability on the part of any of the releasees and that these releasees deny liability therefore and intend merely to avoid litigation and to buy their peace.

3. Release of Claims.

3.1 General Release.

Aside from the executory provisions of this Agreement, Petitioner and his heirs, executors, administrators, successors, assignees, representatives, agents, and attorneys, hereby release Respondent and any of its Board Members, Executive Director, supervisors, officers, agents, directors, employees, former employees, consultants, attorneys, representatives, successors, and assignees, of and from any and all manner of liabilities, demands, obligations, attorneys' fees, costs, expenses, sums of money, controversies, damages, declaratory relief, equitable relief, injunctive relief, reckonings, and liens of every kind or nature whatsoever, whether known or unknown, based on, arising out of, relating to or in connection with the Action, the operative Writ, or any matter, cause or thing whatsoever occurred, done, omitted or suffered to be done, up to and including the date of execution of this Agreement, including but not limited to, any of the above arising out of, based on, connected with or related to the Action, and all claims that have been and could have been made by Petitioner in relation to the facts discussed in the operative Writ, including, but not limited to, any claims for malicious prosecution and/or abuse of process.

3.2 *Civil Code* §1542 Waiver.

The Releases set forth in this Agreement are specifically intended as full and complete releases as specified herein, arising from the Incident, the Action and the Complaint of any nature whatsoever, for all damage, injury, loss, expense, including any consequential expense, loss or damage, whether the same be known or unknown, suspected or unsuspected or have appeared or developed and all rights under California *Civil Code* §1542, which provides as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO
CLAIMS THAT THE CREDITOR OR RELEASING
PARTY DOES NOT KNOW OR SUSPECT TO EXIST**

IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Except as specifically provided herein, Petitioner *waives and relinquishes any rights and benefits which he has or may have under Civil Code §1542* to the full extent that he may lawfully do so pertaining to the subject matter of this Agreement.

4. **Warranties and Indemnity.**

Petitioner represents and warrants that he has not previously assigned or transferred, or purported to assign or transfer, to any person or entity, any claim, demand, damage, debt, liability, obligation, account, reckoning, costs, expense, lien, action or cause of action, or any portion thereof, that is released in this Agreement.

Petitioner agrees to indemnify, defend and hold harmless Respondent and any of its Board Members, Executive Director, supervisors, officers, agents, directors, employees, former employees, consultants, attorneys, representatives, successors, and assignees, if sued by any lien holders, from and against any claim, demand, debt, liability, account, reckoning, obligation, cost, damage, expense, lien, action or actions (including the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced), based on or arising out of or in connection with any transfer or assignment or purported or claimed transfer or assignment of any claim, demand, damage, debt, liability, obligation, account, reckoning, cost, expense, lien, action or cause of action, or any portion thereof, released in this Agreement.

5. **Successors.**

The provisions of this Agreement shall be deemed to obligate, extend to and inure to the benefit of the legal successors, assigns, transferees, grantees and heirs of the respective Settling Parties.

6. **Preparation of Agreement.**

6.1 Opportunity to Consult with Counsel.

The Settling Parties acknowledge and agree that they have been adequately represented by an attorney or informed of their right to consult with independent counsel of their choice as to the terms of this Agreement prior to their execution of this Agreement. The Settling Parties understand the effect of signing this Agreement and enter into it voluntarily. The Settling Parties further acknowledge and agree that each of them has cooperated in the drafting and preparation of this Agreement, and any construction of this Agreement shall not be construed against any individual Party as the draftsman hereof.

6.2 Inducement and Reliance.

The Settling Parties acknowledge that no promise, representation or warranty whatsoever, express or implied has been made that is not contained in this Agreement for the purposes of inducing any party to execute this Agreement.

6.3 Integration.

The Settling Parties agree and acknowledge that this Agreement contains the entire agreement and understanding concerning its subject matter between them regarding the settlement of the Action, Writ, and claims relating thereto. This Agreement supersedes and replaces all prior negotiations and any proposed agreement and agreements, written and oral.

6.4 Modification or Waiver.

This Agreement, and any provision in it, cannot be modified or waived in any way, except by a written agreement signed by each Party hereto, expressly consenting to a specific modification or waiver.

7. **Enforcement.**

7.1 Governing Law.

This Agreement has been negotiated, drafted, and executed, and became effective, in the state of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. In the event that any statute, judicial precedent or other laws of the State of California shall require or otherwise dictate that the laws of another state or jurisdiction be applied in any such action or proceeding, it shall be superseded by this subsection and the remaining laws of the State of California shall nonetheless be applied in such action or proceeding.

7.2 Retention of Jurisdiction.

Pursuant to California *Code of Civil Procedure* §664.6, the Settling Parties agree that the Superior Court of the State of California, County of Los Angeles, to which the present Action has been assigned, shall retain jurisdiction over the Settling Parties herein to enforce this Agreement.

7.3 Severability.

Should any provision of this Agreement be declared or determined by the aforementioned Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall not be deemed to be a part of this Agreement.

8. Execution.

8.1 Counterparts.

This Agreement can be executed in duplicate/multiple counterparts, each of which shall constitute an original of this Agreement once each Party hereto has signed and delivered at least one such counterpart to all other Settling Parties. This Agreement will be deemed fully executed and effective when it has been duly signed by all of the Settling Parties named herein. Signatures may be sent by facsimile or electronic mail.

8.2 Authority to Execute.

Each of the individuals executing this Agreement warrants and represents that the individual has full authority to do so on behalf of the Party for whom that individual has signed.

8.3 Term and Termination.

This Agreement shall remain in full force and effect for Three (3) years from the date of Execution of this Agreement, and shall terminate thereafter. The provisions of section Three (3) of this Agreement shall survive the termination of this Agreement.

BY SIGNING THIS AGREEMENT, THE SETTling PARTIES CERTIFY THAT THEY HAVE READ IT CAREFULLY, THAT THEY HAVE CONSULTED WITH THEIR OWN LEGAL COUNSEL ABOUT ITS EFFECT, AND THAT THEY FULLY UNDERSTAND IT.

Dated: _____, 2021 _____
ADRIAN RISKIN

Dated: _____, 2021 _____
COLLEEN FLYNN
MATTHEW STRUGAR
Attorneys for Adrian Riskin

Dated: 1/14/21, 2021 
MISTY IWATSU
Executive Director, Lincoln Heights Benefit
Association

Dated: January 14, 2021 
JULIE BACHERT
Attorney for Lincoln Heights Benefit
Association

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This Agreement shall remain in full force and effect for Three (3) years from the date of Execution of this Agreement, and shall terminate thereafter. The provisions of section Three (3) of this Agreement shall survive the termination of this Agreement.

BY SIGNING THIS AGREEMENT, THE SETTLING PARTIES CERTIFY THAT THEY HAVE READ IT CAREFULLY, THAT THEY HAVE CONSULTED WITH THEIR OWN LEGAL COUNSEL ABOUT ITS EFFECT, AND THAT THEY FULLY UNDERSTAND IT.

Dated: January 14, 2021


ADRIAN RISKIN

Dated: January 14, 2021


COLLEEN FLYNN
MATTHEW STRUGAR
Attorneys for Adrian Riskin

Dated: _____, 2021

MISTY IWATSU
Executive Director, Lincoln Heights Benefit
Association

Dated: _____, 2021

JULIE BACHERT
Attorney for Lincoln Heights Benefit
Association

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- (a) Adrian Riskin ("Petitioner" or "The Undersigned"), and his heirs, executors, administrators, successors, assignees, representatives, agents, and attorneys;
- (b) North Figueroa Association ("Respondent, North Figueroa Association," "Respondent," or "Releasee"), and any of its Board Members, Executive Director, supervisors, officers, agents, directors, employees, former employees, consultants, attorneys, representatives, successors, and assignees.

RECITALS

- A. WHEREAS, Petitioner alleges in relevant part that on or about April 8, 2018, he sent a California Public Records Act request to Respondent, and that Respondent subsequently failed to produce sufficient records in response thereto ("the Incident"); and
- B. WHEREAS, Respondent disputes the validity of Petitioner's claims; and
- C. WHEREAS, on or about January 13, 2020, Petitioner filed the operative Verified Petition for Writ of Mandate ("Writ") against Respondent, in relevant part, in the Superior Court of California, County of Los Angeles, entitled "*Riskin v. North Figueroa Association, et al.*," Case No. 20STCP00166 ("the Action"), asserting causes of action for violations of the California Public Records Act and the California Constitution and seeking relief for such alleged violations, including declaratory relief, equitable relief, and attorney's fees and costs; and
- D. WHEREAS, on July 6, 2020, Respondent, North Figueroa Association and Respondent, Lincoln Heights Benefit Association filed a Verified Answer denying any and all liability for the claims raised by Petitioner in the Writ in the present Action; and
- E. WHEREAS, without any party admitting liability to the other, and for the purposes of avoiding the delay and expense of litigating the Action, the Settling Parties now wish to resolve, as between and among themselves, their potential and existing claims and disputes; and
- F. WHEREAS, it is the intent of the Settling Parties that this Agreement shall be a full and complete resolution as to the California Public Records Act request made by Petitioner to Respondent on April 8, 2018 in this Action, case number 20STCP00166, the issues brought forth therein, the relief requested therein, and all attorneys' fees and costs.

**NOW THEREFORE, IN CONSIDERATION OF THE PROVISIONS
HEREINBEFORE AND HEREINAFTER SET OUT, THE SETTLING PARTIES
AGREE AS FOLLOWS:**

TERMS AND CONDITIONS

1. Recitals Incorporation.

The Recitals as set forth above are incorporated herein by this reference and are made a part hereof as though set forth in full.

2. Consideration.

2.1 Payment.

Respondent shall pay to Petitioner's counsel, Colleen Flynn, a one-time payment of Fifteen Thousand Dollars and No Cents (\$15,000.00) in attorneys' fees and Six Hundred Thirty-Three Dollars and Fifty Cents (\$633.50) in costs, amounting to a total sum of Fifteen Thousand Six Hundred Thirty-Three Dollars and Fifty Cents (\$15,633.50) (the "Payment"), which will be issued by a single check made payable to "Colleen Flynn," Taxpayer Identification No. 81-4760561. Said Payment will be made by Respondent within Ten (10) Business Days after Petitioner provides Respondent with a signed copy of the final version of this Agreement, legible, properly-executed W-9 Forms as to the recipients of said Payment, and a signed Request for Dismissal, with prejudice, as to the Action as against Respondent.

2.2 Compliance with the California Public Records Act.

Respondent agrees that for all future California Public Records Act requests from Petitioner to Respondent, Respondent will provide Petitioner with a determination of whether such requests seek disclosable public records in Respondent's possession and a determination of whether Respondent will withhold some or all of the records, together with a statement of any grounds for withholding, within Twenty-Eight (28) days of receipt of Petitioner's request (the "Initial Response Date").

Additionally, on the Initial Response Date, Respondent will provide an estimated date of production, but only if there is any production. The estimated date of production will be calculated as follows: either Ten (10) business days from the Initial Response Date or Five (5) business days for every Two Hundred Fifty (250) responsive, non-exempt emails, or portion thereof, whichever is greater. For example, if there are One Thousand (1,000) non-exempt, responsive emails, or if there are Nine Hundred (900) non-exempt, responsive emails, production must be made Twenty (20) Business Days from the Initial Response Date. In unusual circumstances, the Initial Response Date and/or the date for the production of records within this subsection may be extended by Respondent's written notice to Petitioner, setting forth the reasons for the extension and the date on which a determination is expected to be dispatched and/or production is expected to be dispatched. All parties will be flexible as to the date of determining the

availability of any public records and/or the estimated date of production of records when there is good cause. As used herein, a "business day" shall mean any day other than Saturday, Sunday or holiday.

This subsection is only intended to place reasonable guidelines on the date of determining the availability of public records and on the estimated date of production of public records contemplated in California *Government Code* Section 6253, subdivision (c), and nothing in this subsection shall be construed to limit, expand, or modify any other article, section, subsection, or subdivision of Title 1, Division 7, Chapter 3.5 of the California *Government Code*, short-titled as the California Public Records Act.

This subsection shall take effect Ten (10) Business Days after Petitioner provides Respondent with a signed copy of the final version of this Agreement, legible, properly-executed W-9 Forms as to the recipients of the Payment, and a signed Request for Dismissal, with prejudice, as to the Action as against Respondent.

2.3 Compliance with the Ralph M. Brown Act.

Respondent agrees to provide notice of all future, non-emergency board and committee meetings that are subject to the Ralph M. Brown Act, and board agendas in relation thereto, to Petitioner in accordance with California *Government Code* Section 54954.2 *et seq.* For all future, non-emergency board and committee meetings subject to the Ralph M. Brown Act, Respondent will provide, via email, electronic copies of the agenda or a copy of all the documents constituting the agenda packet (if such a packet is distributed or made available to the board prior to the meeting). Respondent will provide this material at the time the agenda is posted, pursuant to California *Government Code* Sections 54954.2 and 54956, or upon distribution to all, or a majority of all, of the members of a legislative body, whichever occurs first, in accordance with California *Government Code* Section 54954.1.

Nothing in this subsection shall be construed to limit, expand, or modify any other article, section, subsection, or subdivision of Title 5, Division 2, Part 1, Chapter 9 of the California *Government Code*, short-titled as the Ralph M. Brown Act.

This subsection shall take effect Ten (10) Business Days after Petitioner provides Respondent with a signed copy of the final version of this Agreement, legible, properly-executed W-9 Forms as to the recipients of the Payment, and a signed Request for Dismissal, with prejudice, as to the Action as against Respondent.

2.4 Attorneys' Fees.

The Settling Parties shall each bear their own respective attorneys' fees and costs incurred in connection with, or otherwise related to the Action, except as specified in the Payment subsection set forth above.

2.5 Dismissal.

Simultaneous with the execution of this Agreement, Petitioner will provide Respondent with a Request for Dismissal, with prejudice, of the Writ and all causes of action therein as to Respondent ("Dismissal"). Pursuant to this Agreement and the Dismissal, Petitioner will make no further attempt to recover any judgment, arbitrator's award, or monetary penalty from Respondent with respect to the matters contained in the Writ in this Action as against Respondent.

2.6 No Admission of Liability.

It is understood and agreed that this Agreement is the compromise of a disputed and doubtful claim, and that the Payment made is not to be construed as an admission of liability on the part of any of the releasees and that these releasees deny liability therefore and intend merely to avoid litigation and to buy their peace.

3. Release of Claims.

3.1 General Release.

Aside from the executory provisions of this Agreement, Petitioner and his heirs, executors, administrators, successors, assignees, representatives, agents, and attorneys, hereby release Respondent and any of its Board Members, Executive Director, supervisors, officers, agents, directors, employees, former employees, consultants, attorneys, representatives, successors, and assignees, of and from any and all manner of liabilities, demands, obligations, attorneys' fees, costs, expenses, sums of money, controversies, damages, declaratory relief, equitable relief, injunctive relief, reckonings, and liens of every kind or nature whatsoever, whether known or unknown, based on, arising out of, relating to or in connection with the Action, the operative Writ, or any matter, cause or thing whatsoever occurred, done, omitted or suffered to be done, up to and including the date of execution of this Agreement, including but not limited to, any of the above arising out of, based on, connected with or related to the Action, and all claims that have been and could have been made by Petitioner in relation to the facts discussed in the operative Writ, including, but not limited to, any claims for malicious prosecution and/or abuse of process.

3.2 *Civil Code* §1542 Waiver.

The Releases set forth in this Agreement are specifically intended as full and complete releases as specified herein, arising from the Incident, the Action and the Complaint of any nature whatsoever, for all damage, injury, loss, expense, including any consequential expense, loss or damage, whether the same be known or unknown, suspected or unsuspected or have appeared or developed and all rights under California *Civil Code* §1542, which provides as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO
CLAIMS THAT THE CREDITOR OR RELEASING
PARTY DOES NOT KNOW OR SUSPECT TO EXIST**

IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Except as specifically provided herein, Petitioner *waives and relinquishes any rights and benefits which he has or may have under Civil Code §1542* to the full extent that he may lawfully do so pertaining to the subject matter of this Agreement.

4. **Warranties and Indemnity.**

Petitioner represents and warrants that he has not previously assigned or transferred, or purported to assign or transfer, to any person or entity, any claim, demand, damage, debt, liability, obligation, account, reckoning, costs, expense, lien, action or cause of action, or any portion thereof, that is released in this Agreement.

Petitioner agrees to indemnify, defend and hold harmless Respondent and any of its Board Members, Executive Director, supervisors, officers, agents, directors, employees, former employees, consultants, attorneys, representatives, successors, and assignees, if sued by any lien holders, from and against any claim, demand, debt, liability, account, reckoning, obligation, cost, damage, expense, lien, action or actions (including the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced), based on or arising out of or in connection with any transfer or assignment or purported or claimed transfer or assignment of any claim, demand, damage, debt, liability, obligation, account, reckoning, cost, expense, lien, action or cause of action, or any portion thereof, released in this Agreement.

5. **Successors.**

The provisions of this Agreement shall be deemed to obligate, extend to and inure to the benefit of the legal successors, assigns, transferees, grantees and heirs of the respective Settling Parties.

6. **Preparation of Agreement.**

6.1 Opportunity to Consult with Counsel.

The Settling Parties acknowledge and agree that they have been adequately represented by an attorney or informed of their right to consult with independent counsel of their choice as to the terms of this Agreement prior to their execution of this Agreement. The Settling Parties understand the effect of signing this Agreement and enter into it voluntarily. The Settling Parties further acknowledge and agree that each of them has cooperated in the drafting and preparation of this Agreement, and any construction of this Agreement shall not be construed against any individual Party as the draftsman hereof.

6.2 Inducement and Reliance.

The Settling Parties acknowledge that no promise, representation or warranty whatsoever, express or implied has been made that is not contained in this Agreement for the purposes of inducing any party to execute this Agreement.

6.3 Integration.

The Settling Parties agree and acknowledge that this Agreement contains the entire agreement and understanding concerning its subject matter between them regarding the settlement of the Action, Writ, and claims relating thereto. This Agreement supersedes and replaces all prior negotiations and any proposed agreement and agreements, written and oral.

6.4 Modification or Waiver.

This Agreement, and any provision in it, cannot be modified or waived in any way, except by a written agreement signed by each Party hereto, expressly consenting to a specific modification or waiver.

7. **Enforcement.**

7.1 Governing Law.

This Agreement has been negotiated, drafted, and executed, and became effective, in the state of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. In the event that any statute, judicial precedent or other laws of the State of California shall require or otherwise dictate that the laws of another state or jurisdiction be applied in any such action or proceeding, it shall be superseded by this subsection and the remaining laws of the State of California shall nonetheless be applied in such action or proceeding.

7.2 Retention of Jurisdiction.

Pursuant to California *Code of Civil Procedure* §664.6, the Settling Parties agree that the Superior Court of the State of California, County of Los Angeles, to which the present Action has been assigned, shall retain jurisdiction over the Settling Parties herein to enforce this Agreement.

7.3 Severability.

Should any provision of this Agreement be declared or determined by the aforementioned Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall not be deemed to be a part of this Agreement.

8. **Execution.**

8.1 Counterparts.

This Agreement can be executed in duplicate/multiple counterparts, each of which shall constitute an original of this Agreement once each Party hereto has signed and delivered at least one such counterpart to all other Settling Parties. This Agreement will be deemed fully executed and effective when it has been duly signed by all of the Settling Parties named herein. Signatures may be sent by facsimile or electronic mail.

8.2 Authority to Execute.

Each of the individuals executing this Agreement warrants and represents that the individual has full authority to do so on behalf of the Party for whom that individual has signed.

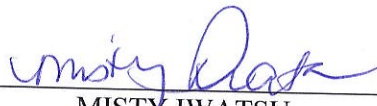
8.3 Term and Termination.

This Agreement shall remain in full force and effect for Three (3) years from the date of Execution of this Agreement, and shall terminate thereafter. The provisions of section Three (3) of this Agreement shall survive the termination of this Agreement.

BY SIGNING THIS AGREEMENT, THE SETTling PARTIES CERTIFY THAT THEY HAVE READ IT CAREFULLY, THAT THEY HAVE CONSULTED WITH THEIR OWN LEGAL COUNSEL ABOUT ITS EFFECT, AND THAT THEY FULLY UNDERSTAND IT.

Dated: _____, 2021 _____
ADRIAN RISKIN

Dated: _____, 2021 _____
COLLEEN FLYNN
MATTHEW STRUGAR
Attorneys for Adrian Riskin

Dated: 1/13/21, 2021 
MISTY IWATSU
Executive Director, North Figueroa Association

Dated: January 14, 2021 
JULIE BACHERT
Attorney for North Figueroa Association

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Dated: January 14, 2021 
ADRIAN RISKIN

Dated: January 14, 2021 
COLLEEN FLYNN
MATTHEW STRUGAR
Attorneys for Adrian Riskin

Dated: _____, 2021 _____
MISTY IWATSU
Executive Director, North Figueroa Association

Dated: _____, 2021 _____
JULIE BACHERT
Attorney for North Figueroa Association

PROOF OF SERVICE
1013A (3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 3435 Wilshire Blvd., Suite 2910, Los Angeles, CA 90010.

Amended

On the date set out below, I served the foregoing document described as **Request for Dismissal** on the following interested parties via electronic mail:

Julie Bachert
Bradley & Gmelich LLP
700 North Brand Blvd., 10th Floor
Glendale, CA 91203
jbachert@bglawyers.com

Executed on January 15, 2021 at Los Angeles, California.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the above is true and correct.

/s/ Colleen Flynn
Colleen Flynn